

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE J		Page 1 of 18
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE October 27, 2005		4. REQUISITION/PURCHASE REQ. NO.
				5. PROJECT NO. (If applicable) Document Updates & OPA-90 Training
6. ISSUED BY DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN RD., SUITE 4950 FT. BELVOIR, VA 22060-6222 BUYER/SYMBOL – CARRIE L. CROSS/DESC-FPA PHONE - (703) 767-9331 FAX - (703) 767- 9338 Email – Carrie.Cross@dla.mil		CODE SCO600	7. ADMINISTERED BY (If other than Item 6) CODE SCO600	
8. NAME AND ADDRESS OF CONTRACTOR (NO., street,city,county,State,and ZIP Code)		9a. AMENDMENT OF SOLICITATION NO. SP0600-05-R-0510		
		9b. DATED (SEE ITEM 11) September 27, 2005		
		10a. MODIFICATION OF CONTRACT/ORDER NO.		
		10b. DATED (SEE ITEM 13)		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<p>[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [X] is not extended Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or(c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>				
12. ACCOUNTING AND APPROPRIATION DATA (If required) N/A				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: MUTUAL AGREEMENT OF THE PARTIES				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor [] is not, [] is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)				
<p>This amendment is being issued to provide or clarify the following information contained in this solicitation:</p> <p>Clauses B35 has been posted to the DESC website as an Excel Spreadsheet for download to a disk for submission;</p> <p>The following Clauses are hereby deleted: I150, I171.01, and I171.01-2;</p> <p>The following Clauses are hereby added: H51.03, I400.02, I400.05, I400.07, I400.08, I400.09;</p> <p>Written responses to questions received from prospective offerors are posted; and,</p> <p>A list of attendees from the pre-proposal conference conducted October 17, 2005 is posted.</p> <p>Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.</p>				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME OF CONTRACTING OFFICER AMY V. LOAR		
15B. NAME OF CONTRACTOR/OFFEROR BY _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED	

H51.03 INSURANCE REQUIREMENTS FOR CONTRACTORS AND SUBCONTRACTORS (DESC AUG 1998)

(a) The General Liability Worker's Compensation and Automobile Liability Insurance to be procured and maintained by the Contractor and any subcontractors pursuant to the provisions of the INSURANCE - WORK ON A GOVERNMENT INSTALLATION clause shall provide at least the following minimum coverage:

GENERAL LIABILITY INSURANCE.

Bodily Injury.....AT LEAST \$ 100,000 per person
 AT LEAST \$1,000,000 per accident
 Property Damage.....AT LEAST \$1,000,000 per accident
 Worker's Compensation.....AT LEAST \$100,000 except in states
 with exclusive monopolistic funds which do not permit the writing of workmen's compensation by
 private carriers (Nevada, North Dakota, Ohio, Oregon, Washington, West Virginia, and Wyoming).
 (Longshore and Harbor Workers' Compensation must also be provided when applicable.)

AUTOMOBILE LIABILITY INSURANCE.

Bodily Injury.....AT LEAST \$200,000 per person
 AT LEAST \$500,000 per accident
 Property Damage.....AT LEAST \$ 20,000 per accident

(b) Prior to the commencement of work hereunder, at the request of the Contracting Officer, the Contractor shall submit the required certificates of insurance to the Contracting Officer.

(DESC 52.228-9F05)

THE FOLLOWING CLAUSE IS ONLY APPLICABLE TO THE COST-REIMBURSEMENT CONTRACT LINE ITEM(S). THE CLAUSE DOES NOT APPLY TO THE FIRM-FIXED PRICE CONTRACT LINE ITEM(S).

I400.02 LIMITATION OF COST (APR 1984)

(a) The parties estimate that performance of this contract, exclusive of any fee, will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that--

(1) The costs the Contractor expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the estimated cost specified in the Schedule; or

(2) The total cost for the performance of this contract, exclusive of any fee, will be either greater or substantially less than had been previously estimated.

(c) As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the total cost of performing this contract.

(d) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause--

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of (i) the estimated cost specified in the Schedule or, (ii) if this is a cost-sharing contract, the estimated cost to the Government specified in the Schedule; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of the estimated cost specified in the Schedule, until the Contracting Officer (i) notifies the Contractor in writing that the estimated cost has been increased and (ii) provides a revised estimated total cost of performing this contract. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(e) No notice, communication, or representation in any form other than that specified in subparagraph (d)(2) above, or from any person other than the Contracting Officer, shall affect this contract's estimated cost to the Government. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the estimated cost or, if this is a cost-sharing contract, for any costs in excess of the estimated cost to the Government specified in the Schedule, whether those excess costs were incurred during the course of the contract or as a result of termination.

(f) If the estimated cost specified in the Schedule is increased, any costs the Contractor incurs before the increase that are in excess of the previously estimated cost shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.

(g) Change orders shall not be considered an authorization to exceed the estimated cost to the Government specified in the Schedule, unless they contain a statement increasing the estimated cost.

(h) If this contract is terminated or the estimated cost is not increased, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each. (FAR 52.232-20)

THE FOLLOWING CLAUSE IS ONLY APPLICABLE TO THE COST-REIMBURSEMENT CONTRACT LINE ITEM(S). THE CLAUSE DOES NOT APPLY TO THE FIRM-FIXED PRICE CONTRACT LINE ITEM(S).

I400.05 CHANGES - COST-REIMBURSEMENT (ALT II) (AUG 1987/APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Description of services to be performed.
- (2) Time of performance (i.e., hours of the day, days of the week, etc.).
- (3) Place of performance of the services.

(4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

(5) Method of shipment or packing of supplies.

(6) Place of delivery.

(b) If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the Contracting Officer shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fixed fee; and (3) other affected terms and shall modify the contract accordingly.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) Failure to agree to any adjustment shall be a dispute under the DISPUTES clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(e) Notwithstanding the terms and conditions of paragraphs (a) and (b) above, the estimated cost of this contract and, if this contract is incrementally funded, the funds allotted for the performance of this contract shall not be increased or considered to be increased except by specific written modification of the contract indicating the new contract estimated cost and, if this contract is incrementally funded, the new amount allotted to the contract. Until this modification is made, the Contractor shall not be obligated to continue performance or incur costs beyond the point established in the LIMITATION OF COST or LIMITATION OF FUNDS clause of this contract.

(FAR 52.243-2/Alt II)

THE FOLLOWING CLAUSE IS ONLY APPLICABLE TO THE COST-REIMBURSEMENT CONTRACT LINE ITEM(S). THE CLAUSE DOES NOT APPLY TO THE FIRM-FIXED PRICE CONTRACT LINE ITEM(S).

I400.07 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)

(a) Notwithstanding any other clause of this contract--

(1) The Contracting Officer may at any time issue to the Contractor a written notice of intent to disallow specified costs incurred or planned for incurrence under this contract that have been determined not to be allowable under the contract terms; and

(2) The Contractor may, after receiving a notice under subparagraph (1) above, submit a written response to the Contracting Officer, with justification for allowance of the costs. If the Contractor does respond within 60 days, the Contracting Officer shall, within 60 days of receiving the response, either make a written withdrawal of the notice or issue a written decision.

(b) Failure to issue a notice under this Notice of Intent to Disallow Costs clause shall not affect the Government's rights to take exception to incurred costs.

(FAR 52.242-1)

THE FOLLOWING CLAUSE IS ONLY APPLICABLE TO THE COST-REIMBURSEMENT CONTRACT LINE ITEM(S). THE CLAUSE DOES NOT APPLY TO THE FIRM-FIXED PRICE CONTRACT LINE ITEM(S).

I400.08 EXCUSABLE DELAYS (APR 1984)

(a) Except for defaults of subcontractors at any tier, the Contractor shall not be in default because of any failure to perform this contract under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of these causes are (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. "Default" includes failure to make progress in the work so as to endanger performance.

I400.08 Cont'd

(b) If the failure to perform is caused by the failure of a subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be deemed to be in default, unless--

- (1) The subcontracted supplies or services were obtainable from other sources;
- (2) The Contracting Officer ordered the Contractor in writing to purchase these supplies or services from the other source; and
- (3) The Contractor failed to comply reasonably with this order.

(c) Upon request of the Contractor, the Contracting Officer shall ascertain the facts and extent of the failure. If the Contracting Officer determines that any failure to perform results from one or more of the causes above, the delivery schedule shall be revised, subject to the rights of the Government under the termination clause of this contract.

(FAR 52.249-14)

THE FOLLOWING CLAUSE IS ONLY APPLICABLE TO THE COST-REIMBURSEMENT CONTRACT LINE ITEM(S). THE CLAUSE DOES NOT APPLY TO THE FIRM-FIXED PRICE CONTRACT LINE ITEM(S).

I400.09 SUBCONTRACTS (ALT I) (AUG 1998/AUG 1998)

(a) **DEFINITIONS.** As used in this clause--

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

- (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
- (2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of this contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

In the absence of competition, the Contractor shall provide rationale for price reasonableness determination (e.g., catalog/market price, previous price history, etc.) prior to placing the subcontract.

(f) (1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting--
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason why cost or pricing data were or were not required;
 - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

I400.09 Cont'd

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), (d), or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: N/A.

(FAR 52.244-2/Alt 1)

CLAUSE I400.10 INSURANCE - LIABILITY TO THIRD PERSONS (MAR 1996) IS ONLY APPLICABLE TO THE COST-REIMBURSEMENT CONTRACT LINE ITEM(S). THE CLAUSE DOES NOT APPLY TO THE FIRM-FIXED PRICE CONTRACT LINE ITEM(S).

The solicitation is amended to incorporate the following questions and answers. This data should be used in preparing proposals.

1. In solicitation SP0600-05-R-0510 on Page 26 of Attachment 2 in Section (d), Project Category No. 2, Oil Spill Response Training, must all of the required experience be that of the 8(a) or Small Business prime contractor, or will the combined experience of the prime contractor and any subcontractors be evaluated?

The experience of subcontractors will not be evaluated. However, a Mentor/Protégé relationship, as defined in 13CFR124.520, establishes a pre-authorized joint venture in which the two parties can bid as a single entity in 8(a) set-aside solicitations.

2. In solicitation SP0600-05-R-0510 on Page 26 of Attachment 2 in Section (d)(2), Offerer's Previous Experience, it is calling for a minimum of 10 response training exercises within the last 3 years for clients in the wholesale petroleum industry. Do multi-agency/multi-group trainings also count that include federal, state, and local agency representatives as well as oil industry representatives from terminal and refinery operations?

All multi-agency/multi-group trainings, that include federal, state, and local agency representatives as well as oil industry representatives from terminal and refinery operation personnel, will count as long as it follows the PREP guidelines for OPA-90 training. If there is reference to OPA-90 spill response training in accordance with the PREP guidelines, the training event will be acceptable as part of the offeror's previous experience.

3. For both Project Category 1 and 2 the offeror is required to demonstrate ten spill response projects within the last three years for petroleum wholesalers. The offeror may also demonstrate retail experience etc although no extra credit is given. What I'm not clear about is can retail/other client experience be substituted for wholesale experience? Would any proposal package we submit therefore be invalid unless we team with another company with demonstratable wholesale project experience?

This solicitation is for two categories of work (OPA-90 training and Environmental Documents) each will be awarded as separate stand alone contracts. The OPA-90 training portion of this solicitation is to perform OPA-90 training based on the USCG PREP guidelines. Hazwoper training, SPCC training does not count as acceptable experience for this portion of the solicitation. The Environmental Documents portion of this solicitation is primarily to update, revise and/or prepare SPCC and FRP plans which meet all Federal, State and local regulatory requirements. Included within this scope are any other environmental documents required for bulk petroleum storage and distribution facilities. Companies submitting proposals for this part of the solicitation must provide documentation of performing both SPCC and FRP updates, revisions and/or preparation within the past 3 years.

If a company has performed OPA-90 training based on the USCG PREP guidelines at either wholesale or retail facilities this will be acceptable as company/personnel experience. If the company/personnel experience does not clearly state that the OPA-90 training was performed in accordance with the USCG PREP guidelines within the past 3 years it will not be considered as applicable. In respect to the Environmental Documents portion of this solicitation company/personnel experience that both SPCC and FRP plans have been updated, revised and/or prepared within the past 3 years. Regulatory approval letters (US EPA, US DOT, etc.) for FRP plans should also be submitted as part of the submission package proposal if available.

4. Are on-site design meetings anticipated for the program or is this to be handled on a case-by-case basis?

Assuming that this questions is associated with the OPA-90 training contract, it should be anticipated that all year 3 training will require an on-site meeting to determine the appropriate scenario for the worst case discharge exercise. Pre-training site visits for year 1 and year 2 OPA-90 training will be on a case by case basis.

5. Is ICS, First Responder and/or HAZWOPER Training to be included as part of the exercise program or again is this to be done on a case by case basis.

All appropriate portions of all regulations associated with spill response as identified in the USCG PREP guidelines should be incorporated into the classroom portion of the OPA-90 training program.

6. Does the Defense Energy Support Center anticipate other types of training being conducted under this contract?

No, this contract is for OPA-90 training only.

7. For our oil spill response training cost proposal, is the Defense Energy Support Center looking for a cost analysis based on the units provided in Section M28.04.100 (b)(3) and a cost proposal based on the representative project?

Yes, each proposal should include costs based on the units provided and representative costs for performing OPA-90 training associated with the sample scenario portion of the solicitation. This would hold true for both requirements.

8. Regarding the Labor Categories listed in Section C of Attachment 1 for Oil Spill Response Training: Does DESC anticipate that the contractor use each of the labor categories in the development and execution of training and exercises for each of their locations.

No, the contractor should include only those labor categories which would be required to perform the OPA-90 training.

9. Regarding the Representative Project:
a. How many personnel are employed at the facility and will require training?

Our facilities (DFSPs) employ between 10 and 25 personnel, for purposes of this solicitation and the sample scenario assume that 10 employees are employed.

- b. Will this training be open to local military personnel?

Yes, OPA-90 training will be open to local military personnel who could reasonably be expected to have a part in the response effort for each location. In most cases this will be the base fire department and base environmental personnel.

- c. At what point in the exercise cycle is this facility currently (AMPD, MMPD, or WCD)?

This was erroneously omitted. The Worst Case Discharge (WCD) should be used to address OPA-90 training for the sample scenario. Also, the proposal for the documents contract portion of this solicitation should include a proposal to update both the FRP and SPCC plans for the sample scenario.

- d. Does DESC require outside agency support for this exercise and training (i.e. USCG, EPA, PHMSA OPS)?

Outside agency participation in all exercises is a possibility and will be addressed on a case by case basis for Year 1 and Year 2 (AMPD and MMPD) OPA-90 training events. Year 3 (WCD) OPA-90 training should include outside agency participation to the maximum extent practicable (USCG, EPA, State and local agencies).

10. Could you please confirm that the cascading provision applies only to the training requirement of the solicitation?

The cascading provision applies only to the OPA-90 training requirement.

11. Will DESC accept OPA 90 past performance and evidence of qualification examples that are from the utility industry and US EPA?

The following definitions should be used to determine if work performed qualifies under the company and/or program manager experience:

Qualified OPA-90 training under this solicitation means OPA-90 training designed and conducted by the offeror in accordance with the USCG Prep guidelines for a facility storing significant quantities of Petroleum products. Significant quantities under this solicitation means the exercise was conducted by the offeror for a facility required to have an EPA approved Facility Response Plan under 40 CFR part 112.

Qualified Environmental Documents: Experience in writing both SPCC and FRP plans which meet the regulatory requirements established in 40 CFR part 112. US EPA approval letters should be provided if available. Approved ICP plans written by the offeror will qualify as meeting the company and/or program manager experience under this solicitation only if the plan was written to meet both the SPCC and FRP portions of the regulatory requirements established in 40 CFR part 112.

12. Solicitation provision: Attachment 2, L.201.01.100 Specific Instructions, Subparagraph 2.(c) (2) Offeror's Previous Experience; The offeror is asked to list ten relevant environmental compliance documents prepared for clients in the wholesale petroleum industry.

Would the Government consider as relevant environmental compliance documents prepared for petroleum bulk storage industrial sites that are comparable in storage capacity and fuel handling complexity to the fictional site in the Representative Project, but are not part of the wholesale petroleum industry? Specifically, would the Government credit work done at electrical generation industry sites, which have loading racks, tank farms, internal piping and other ancillary infrastructure, and storage capacities up to 12 million gallons and are subject to the same Federal and state regulators as wholesale petroleum industry sites?

Yes, however, the work must have been completed in accordance with 40 CFR part 112 regulatory requirements.

13. Solicitation Provision: Section C – DESCRIPTION/SPECIFICATIONS (Attachment 1) under Project Categories lists Oil Spill Response Training as No. 1 and Preparation of Environmental Plan, etc as Project Category No. 2. Offer Submission Package (Attachment 2) refers to Project Category 1 as Preparation of Environmental Plan, etc and Category 2 as Spill response Training.

For consistency, should offerers consider that the Preparation of Environmental Plans, etc is Project Category 1 and Spill Response Training is Category 2 and identify them that way in their proposals?

Yes. Please refer to the Preparation of Environmental Plans as Project Category 1 and the Spill Response Training as Project Category 2 for title purposes only. Everything that is stated below the titled category remains unchanged. Two separate proposals must be submitted if the company is offering on both requirements (i.e. a separate proposal for each requirement since these will be awarded as two separate contracts).

14. Contract Provision: M28.04.100 Basis for Award: (4) Socioeconomic Plan: “Note: As a matter of clarification, offerors will receive a higher rating under the Technical/Management evaluation for the capability to perform required services in-house. The Socioeconomic Plan evaluation will consider that part of the required services that cannot be performed in-house.”

This note seems to be conflicted within itself and the requirement for a Socioeconomic Plan. If the proposed contractor can perform 100% of the required work in-house will it need a Socioeconomic Plan? And if it does propose 100% in-house will it be a detriment to the total evaluation? Contracting Question: An offeror may have the capability to perform work in house but may choose to subcontract the work in order to reduce costs for a proposal and to meet the companies Socioeconomic plan. This is not a detriment, DESC wants to ensure that the company (offeror) has the technical capabilities to adequately review the work of subcontractors and is not relying on the subcontractor for both technical expertise and work performance.

FAR 15.304(c)(4) requires us to evaluate the extent of participation of small disadvantaged businesses. Therefore, we are asking you for a socio economic plan to fulfill this FAR requirement. From the technical side, it is preferred that the offeror perform work in house.

15. Attachment 2, Page 4, Provision B35 Services to be Furnished and Prices (Environmental), Page 23 L74 Type of Contract and Page 28 M28.04.100 Basis for Award, (3) Price.

a. Period of performance is five years, but rate table requires only one set of rates, are we to assume one set of rates for the entire term of the contract or are we to expand the table for five years of pricing?

Clause B35 states that Level Unit Pricing Is Required. One set of rates will be used for the entire term of the contract.

b. CLIN 0012 Mark-up for Overhead & Profit: Typically a firm fixed priced contract price is based on level of effort times predetermined rates and ODC, as are outlined in B35. However, CLIN 0012 calls for overhead and profit. Are the rates for the labor categories to be fully burdened (inclusive of OH, G&A and Fee)?

Yes.

c. Or should they be burdened without fee?

Rates submitted for labor categories should be fully burdened (inclusive of OH, G&A and Fee).

d. Is CLIN 0012 for the ODC (Office Automation, Document Reproduction and Training materials) only? or for all costs?

CLIN 0012 is Markup for Overhead and Profit and should be stated as a percentage. The percentage amount stated will be used to calculate an allowable markup amount for Other Direct Costs (ODC). For instance, markup is allowed for shipping and subcontractors. Because these amounts vary, a percentage is used to calculate the allowable markup per job. Office Automation, Document Reproduction and Training materials are rate categories and should be fully burdened.

e. In the Basis for Award, CLIN 0012 has pre-determined value for evaluation purposes. Does that not make the percentage placed in CLIN 0012 moot for evaluation?

No. The pre-determined value is used for evaluation purposes. The percentage rate used will then become part of the contract upon award.

16. Attachment #2, Page 18, Provision L.1.02 Proposal Acceptance Period. Paragraph (c): Indicates and acceptance of 130 days, is that correct or a typo (120 days)?

130 days is correct. The acceptance period is from November 22, 2005 through March 31, 2006.

17. Since this is to be a fixed price contract is I150 Payments under a Time and Material and Labor-Hour Contracts the clause the Government would like to use for this contract?

Our contract will be Firm-Fixed Price with Cost Reimbursable Provisions. Therefore, we will be deleting all references made to Time and Material and Labor-Hour Contracts and insert the appropriate clauses with Amendment 001.

18. If the contractor does not propose all of the suggested labor categories would that in and of itself, be detrimental to the evaluation of the proposal?

The labor categories selected for these requirements were determined by the Government to be necessary to perform this work. It is suggested that each of these labor categories be used unless the offeror can clearly demonstrate that the work can be performed without the use of a specific labor category and specifically address the rationale for not using it.

19. Would the Government consider as relevant oil spill response training exercises performed for DOD installations? These installations typically follow the PREP guidelines and conduct exercises as recommended by DOT and EPA, and have many of the characteristics of facilities in the wholesale petroleum industry.

The following definition should be used to determine if work performed qualifies under the company and/or program manager experience:

Qualified OPA-90 training under this solicitation means OPA-90 training designed and conducted by the offeror in accordance with the USCG Prep guidelines for a facility storing significant quantities of Petroleum products. Significant quantities under this solicitation means the exercise was conducted by the offeror for a facility required to have an EPA approved Facility Response Plan under 40 CFR part 112.

20. Can you clarify the definition of wholesale petroleum industry?

Wholesale petroleum industry: OPA-90 training performed and environmental documents prepared for facilities which meet the significant and substantial harm criteria established in 40 CFR part 112. The work being submitted must have been for a facility storing over 1 million gallons of petroleum products and is subject to the OPA-90 requirements based on the total storage capacity for petroleum products.

21. Is it the intent of the RFP to ONLY consider bidders with past performance on environmental compliance services specifically for the wholesale petroleum industry?

Our preference is for work performed specifically for the wholesale petroleum industry, that is our primary mission at DESC and the facilities we typically work with store primarily petroleum products in bulk.

22. Can the past performance be modified to include experience providing these same compliance services for DoD Installations?

DESC considers the DoD bulk fuel storage and distribution facilities to be wholesale facilities, these facilities generally provide fuel to multiple DoD components and have many of the structures/equipment typically found at private sector wholesale petroleum facilities. AFEES gas stations and similar small storage and distribution facilities would not count as qualified experience under either of these contracts.

23. We have one question, relating to the Small Business FAR clauses referenced in the RFP. Three Small Business FAR clauses are cited: I171, I171.01, and I171.01-2. Each of these clauses has differing requirements. Some require SB plans after award and others with the proposal. Could you please clarify:

1. Which clause applies to this procurement, and 2. whether or not a separate socioeconomic plan will be required if the governing clause requires a SB Plan with the proposal?

Clause I171.01 and I171.01-2 are deleted. The socio economic plan is required. However, if your company currently has a Subcontracting Plan, it is beneficial to submit it with your socio economic plan.

24. Could you elaborate on the definition of “wholesale petroleum industry”?

A bulk POL storage facility which receives, stores, and distributes POL products to multiple customers.

25. Do bulk fuel storage farms with distribution system at military installations qualify as “wholesale petroleum industries”?

Wholesale Petroleum Industries: A bulk POL storage facility which receives, stores and distributes POL products to multiple customers. A gas station type facility on a military installation does not qualify as a wholesale petroleum facility.

26. Would O&M and training at 10 military installations (DESC customers) each with 5-6 ASTs with associated underground pipe distribution and hydrant system qualify as experience with “wholesale petroleum industries”?

O&M training alone does not meet the OPA-90 training experience requirements for the OPA-90 training portion of this solicitation.

27. What is the definition of a page? Does writing on both sides of a piece of paper count as two pages?

A page is an 8.5” by 11” sheet of paper. Writing on both sides of the paper equates to two pages.

28. Are the cover page, TOC, acronyms page, page dividers, counted in the 50-page limit?

No

29. Is the cost proposal part of the 50-page limit for each category?

No

30. What is the minimum or required font size?

Minimum font size is 10, preferably Times New Roman or Arial.

31. Is the “Socioeconomic Plan” part of the technical proposal and therefore counted in the 50-page limit?

No and no.

32. Is only one resume, that of the proposed PM, required?

No, a resume is required to be submitted for personnel in the following work categories: Project Manager, Senior Environmental Consultant, Professional Engineer, Engineering Technician, Environmental Scientist, and Environmental Technician.

33. Do resumes count in the 50-page limit?

Yes

34. Can individual experience of the proposed PM and other team members count in place of company experience?

No, all company experience is for work performed by the company submitting the proposal for this work. Work performed by individuals currently working for the offeror which was performed while an individual was working for another company will not be counted as company experience.

35. With regard to the Representative Project:

Answer to questions 35a. through 35h.: If representative project means the sample scenario found in Section L.201.01.100 “2. Technical Proposal”, then assume that the facility has an approved FRP (US EPA, USCG, DOT, etc.), and a PE certified SPCC plan which has not been updated to meet 40 CFR part 112 as amended in July 2002. Identify specific assumptions you make in preparing your submittal for performing FRP and SPCC updates and OPA-90 training at this facility.

a. Do they have a complete tank schedule that identifies the contents of each tank, size, and age?

See answer above

b. Do they have a site diagram?

See answer above

c. What is the spill history over the past 3-years?

See answer above

d. Is the support system for the 10” above ground pipeline adequate to prevent sagging?

See answer above

e. How effective is the preventative maintenance program?

See answer above

f. What are the on-site response capabilities?

See answer above

g. Have any of the tank system been integrity tested in the last 5 years?

See answer above

h. Is there corrosion control protection? Cathodic protection?

See answer above

36. Clause B35 does not include line items for travel or ODC's. How are these costs to be included in cost estimates/task orders? CLIN 0012 includes the % of mark-up for non labor, but there are no CLINs for non-labor (except documents & training materials).

A CLIN for ODC's will be added when the contract is awarded. ODC's are cost reimbursable items only, meaning that the Government will reimburse the contractor for actual expenses incurred in accordance with the JTR (Joint Travel Regulations) during the performance of a job. At the time task orders are negotiated, the contractor would include an estimate for award purposes; however, the contractor will only be reimbursed for actual expenses incurred plus a mark-up for allowable items. The percentage submitted for CLIN 0012 will be multiplied by the allowable ODCs as an additional amount to be paid to the contractor. Travel is reimbursed for actual expenses only in accordance with FAR Part 31; mark up will not be allowed. The CLIN's listed under B35 will be awarded as firm-fixed price rates for a five year period.

37. Attachment 2, page 24 refers to a disk to be provided at the pre-proposal conference. Is there a disk?

A disk was not provided at the pre-proposal; however, the B35 clause has been added to the DESC web page as an Excel Spreadsheet for download to a disk for submission of prices.

38. Regarding the fixed-price task orders, will each CLIN have a lump-sum (fixed-price) amount, or will there be a total fixed price (including negotiated amount per each CLIN) for the entire task order? Would travel/ODC's be a separate cost-reimbursement amount (plus CLIN 0012 OH&P)? Please clarify.

Each of the CLINs provided under clause B35 is a fixed price rate. These rates will be effective for the entire five year performance period and should include G&A/profit. When a task order is awarded against this contract, the number of hours/units will be negotiated on a job specific basis. The number of hours/units agreed upon will then be multiplied by the individual CLIN rates to determine the total cost of a specific job. A CLIN for ODCs will be added when the contract is awarded. ODCs are cost reimbursable items only, meaning that the Government will reimburse the contractor for actual expenses incurred. For travel, those costs will be reimbursed in accordance with the rates under JTR (Joint Travel Regulations) during the performance of a job. At the time task orders are negotiated, the contractor would include an estimate for award purposes; however, the contractor will only be reimbursed for actual expenses incurred plus a mark-up for allowable items. The percentage submitted for CLIN 0012 will be multiplied by the allowable ODCs as an additional amount to be paid to the contractor. Travel is reimbursed for actual expenses only in accordance with FAR Part 31; mark up will not be allowed.

39. OPA-90 Training
a. How many facilities?

Spill Response Training will be provided at DFSPs Grand Forks, ND; Hunter Army Air Field, GA; San Pedro, CA; Fort Hood, TX; Verona, NY; Eielson, AK; Charleston, SC; Tampa, FL; FISC Jacksonville, FL; FISC Norfolk, VA; FISC San Diego (Pt. Loma), CA; FISC Pearl Harbor, HI; FISC Yokosuka/Okinawa, Japan; and 3 DFSP sites in Korea. Other training sites may be added at the request of the DESC contracting officer for spill response training in the United States, its territories, and a limited number of facilities in the DESC Pacific Region, European Region, and Middle East Region.

- b. Is there a central training location?

No, all training will be done on site at each DFSP location.

40. Is HAZWOPER training to be included?

Training is to be performed in accordance with the USCG PREP guidelines.

41. Proposal for total facilities or unit cost per facility?

Unit cost per facility for OPA-90 training.

42. As discussed during the conference, we would like to request that staffing qualifications be reviewed. Some of our personnel were responsible for the development and management of the Coast Guard's PREP Program but under the current qualification requirements, cannot qualify for anything higher than an Environmental Technician, when in other programs such as the PHMSA OPS, TSA, EPA, and Coast Guard exercise programs, they have worked as Senior Analysts (similar to the Senior Environmental Position).

Our question is, Can experience or college credit be listed rather than college credit alone for qualifications (i.e. ... an undergraduate degree and 4 years experience or 10 years experience ...)? Or, as part of our technical proposal and cost proposal, submit our recommendations for changes in addition to providing information on the current positions.

We have reviewed the labor category qualifications for all CLINs and do not see a need to modify the qualifications. The individual submitted for the Senior Environmental Consultant position must meet all of the qualifications identified in Section C under this solicitation.

43. Many waterfront facilities are now required to conduct security exercises as well as PREP exercises. These facilities are allowed under the requirements to incorporate the two programs into one exercise to save on the impact to the facility in time and money.

Are DESC facilities covered by this contract required to complete security exercises and if so, will security be included as part of this exercise program?

OPA-90 training performed under the PREP guidelines is all that is included under this contract. Security training is a separate program and will not be included as part of the OPA-90 training under this solicitation.

44. For purposes of this proposal, what is the minimum percent complete for a project to be included under "Offeror's Previous Experience"?

The minimum percent complete is 100%.

45. Should submittal include resumes for key personnel other than the Project Manager?

A resume is required to be submitted for personnel in the following work categories Project Manager, Senior Environmental Consultant, Professional Engineer, Engineering Technician, Environmental Scientist, and Environmental Technician.

46. If additional resumes are allowed, will they count against the total page count?

Yes, resumes will count as part of the 50 page maximum for the technical portion of your proposal.

47. In response to Past Performance information required on page 27 of the "Offeror Submission Package for Solicitation", are the contracts referred to IDIQ Type Contracts, Projects, or Task Orders?

The past performance information required pertains to the offeror's contracts or subcontracts that are most related to the proposed contract work. Please provide us with the information regarding contract type and dollar value.

48. The FAR clause 52.228-5 -- Insurance -- Work on a Government Installation, which is included in the solicitation (I131, pg 54) and 52.228-7 -- Insurance -- Liability to Third Persons (I400.10, pg 82) both refer to insurance coverages and amounts that are to be addressed elsewhere in the schedule. It appears the insurance requirements have not been specified; can you please clarify the types and minimum coverages of insurance which will be required under the contract?

Clause H51.03 INSURANCE REQUIREMENTS FOR CONTRACTORS AND SUBCONTRACTORS (DESC AUG 1998) has been added to this solicitation.

49. On Attachment 2, page 26 of 30, last sentence, top paragraph cites, "The resume and project listing should not exceed three pages." Does this mean 3 pages for the project listing and 3 pages for the resumes for a total cap of 6 pages? Or does this mean the project listing AND resume should not exceed 3 pages combined/total?

The project listings and resume for the Project Manager should not exceed 3 pages. Project listing can be submitted in a table format, if preferred.

50. Regarding the cost proposals for representative projects (Attachment 2, clause L201.01.100, para 2(b) on page 24)

a. Does the government have a spreadsheet template or format which should be used, or should Offerors submit the cost proposal using their own spreadsheet format?

The offerors should submit the cost proposal for the representative project using their own spreadsheet format.

b. Since the location of the representative projects are fictitious, what locations should be used to price travel costs (i.e., transportation, lodging, per diem, etc.)?

Transportation, lodging and per diem costs are limited to the JTR (Joint Travel Regulations), therefore, no travel costs are required for the representative project.

Attendees at the Pre-Proposal Conference, DESC Headquarters, VA on October 17, 2005.

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